

Exhibit A

Supplemental Declaration

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK**

In re:

14 East 52nd Street Devco LLC,

Debtor.

)
) Chapter 11
)
) Case No. 1-23-41364 (ESS)
)
)
)
)

**SUPPLEMENTAL DECLARATION IN FURTHER SUPPORT OF THE MOTION FOR
ENTRY OF ORDER PERMITTING INMOPRISA TO MARKET THE PROPERTY AND
GRANTING RELATED RELIEF**

Pursuant to 28 U.S.C. § 1746, I, Gloria Cedeño de Hoces, do hereby declare, under penalty of perjury, the following to the best of my information, knowledge, and belief:

1. Except as otherwise indicated, all facts set forth in this Declaration are based upon my personal knowledge, my discussions with Innoprisa’s counsel and executive directors, my review of relevant documents and information, or my opinion based upon my experience and knowledge. If called as a witness, I could and would testify competently to the facts set forth in this Declaration. I am authorized to submit this Supplemental Declaration on behalf of Innoprisa.

2. The Debtor knew that “time was of the essence” because Innoprisa repeatedly stressed this fact on multiple occasions, via email to the Debtor’s counsel: (i) on April 5, 2023, Innoprisa wrote “my client has agreed to close on [April] 10th, *time being of the essence*” (emphasis added); and (ii) on April 9, 2023, Innoprisa wrote “[A]re you aware *that time is of the essence* and that failure to close is a material default under the contract of sale?” (emphasis added).” Mr. Macklowe also confirmed by email to his counsel, Stewart Wolf, and others on February 23, 2023 that he had “agreed to reduce the contract time to 45 days toe,” with “toe”

standing for time being of the essence. True and correct copies of the aforementioned emails are attached hereto as Annexes 1, 2 and 3.

3. On April 5, 2023, the Debtor's counsel specifically acknowledged via email to our counsel on April 5, 2023 that "this matter needs to close on April 10th, which is the clear contract closing date." A true and correct copy of that email is attached hereto as Annex 4.

4. Following assignment of the Contract to the Debtor, no assignee notice information had been provided to Innoprisa. A true and correct copy of the assignment is attached hereto as Annex 5.

5. On April 5, 2023, our counsel contacted First Nationwide Title Company ("First Nationwide") to coordinate the signing of all the requisite closing documents. The following day, our counsel provided to First Nationwide a set of the Seller's Closing Documents (including the applicable title documents) to be held in escrow. However, on April 9, 2023, the Debtor indicated it would not close on April 10, 2023. On April 11, 2023, our counsel requested that First Nationwide hold all the seller closing documents, in the hope the transaction would still close. It was not until *after* the Debtor had indicated it would be unable to close on the terms set forth in the Contract that Innoprisa directed the return of the applicable documents. True and correct copies of the aforementioned emails are attached hereto as Annexes 6,7 and 8.

6. The transfer tax was to be paid from funds received by the Debtor as part of the Debtor's tender of the purchase price, which was set forth in the settlement statement for the transaction. A true and correct copy of the settlement statement is attached hereto as Annex 9.

[Signature page follows]

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

A handwritten signature in black ink, appearing to read 'Gloria Cedeño de Hoces', with a long horizontal flourish extending to the right.

Dated: May 22, 2023

Gloria Cedeño de Hoces

Annex 1

April 5, 2023 Email from Innoprisa that “Time Was Of the Essence”

From: John A. Goodman <jagoodmanlaw@gmail.com>
Sent: Wednesday, April 5, 2023 10:37 AM
To: Erica D. Vitanza <evitanza@gwfglaw.com>
Cc: Aubrey E. Riccardi <ariccardi@gwfglaw.com>; Eric Karmitz (Avison Young) <eric.karmitz@avisonyoung.com>
Subject: Re: Final reading request - 14 East 52nd Street, New York, NY; Block: 1287, Lot: 61

We do disagree on what is clear under the contract. But my client has agreed to close on the 10th, time being of the essence.

John A. Goodman, Esq.

258 Kitchawan Road

South Salem, New York 10590

914.523.2467

JAGoodmanLaw@gmail.com

On Wed, Apr 5, 2023 at 10:21 AM Erica D. Vitanza <evitanza@gwfglaw.com> wrote:

John,

This matter needs to close on April 10th, which is the clear contract closing date. As discussed, the contract is very clear that “if the day for performance of any action described in this Contract shall fall on a Saturday, Sunday or a day on which the banks are closed in the State in which the Premises are located, the time for such action shall be extended to the first business day **after** such Saturday, Sunday or day on which banks are closed.” 45 days following the contract signing is Sunday, April 9th. As such, the closing date is April 10, 2023. Please confirm your client is agreeable to closing on this date.



Erica D. Vitanza, Esq.
Goldberg Weprin Finkel Goldstein LLP
125 Park Avenue, 12th Floor | New York, New York 10017
evitanza@gwfglaw.com
O: (212) 221-5700 D: (212) 301-6981

This message is intended for the sole use of the addressee, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the addressee you are hereby notified that you may not use, copy, disclose, or distribute to anyone the message or any information contained in the message. If you have received this message in error, please immediately advise the sender by reply email and delete this message.

IRS Circular 230 disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

From: John A. Goodman <jagoodmanlaw@gmail.com>
Sent: Wednesday, April 5, 2023 9:19 AM
To: Erica D. Vitanza <evitanza@gwfglaw.com>
Subject: Re: Final reading request - 14 East 52nd Street, New York, NY; Block: 1287, Lot: 61

Sorry to disturb you today. I'm reaching out to inquire as to you and your client's intention as to the closing date. As we discussed, the expectation of my client is that closing will occur on Friday April 7th. Is that your client's intention? Please advise, John

John A. Goodman, Esq.

258 Kitchawan Road

South Salem, New York 10590

914.523.2467

JAGoodmanLaw@gmail.com

On Thu, Mar 30, 2023 at 11:43 AM Erica D. Vitanza <evitanza@gwfglaw.com> wrote:

Please be advised that this firm is the attorney for the purchaser of the above-referenced premises owned by Inmoprisa USA, Inc. Please allow this email to serve as a request for a final meter reading as of today's date. The accounts associated with the premises are:

- 8000128169001

Once the bill(s) is/are issued, please have same emailed to my attention at evitanza@gwfglaw.com. Should you have any questions, please do not hesitate to contact the undersigned.



Erica D. Vitanza, Esq.
Goldberg Weprin Finkel Goldstein LLP
125 Park Avenue, 12th Floor | New York, New York 10017
evitanza@gwfglaw.com
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Annex 2

April 9, 2023 Reminder from Innoprisa that “Time Was Of the Essence”

On Apr 9, 2023, at 6:34 PM, John A. Goodman <jagoodmanlaw@gmail.com> wrote:

Andrew, are you aware that time is of the essence and that the failure to close tomorrow is a material default under the contract of sale?

John A. Goodman, Esq.
258 Kitchawan Road
South Salem, New York 10590
914.523.2467
JAGoodmanLaw@gmail.com

On Sun, Apr 9, 2023 at 6:17 PM Andrew W. Albstein <aalbstein@gwfglaw.com> wrote:

John, Erica and Stewart.

The purchaser will not be closing tomorrow. I will be in touch in the morning to reschedule.

Sent from my iPad

Andrew W. Albstein, Esq.
Goldberg Weprin Finkel Goldstein LLP
125 Park Avenue, 12th Floor | New York, New York 10017
aalbstein@gwfglaw.com
O: (212) 221-5700 D: (212) 301-6970 M: (917) 864-4567

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On Apr 8, 2023, at 11:32 AM, Erica D. Vitanza
<evitanza@gwfglaw.com> wrote:

John,

I hope you are having a nice holiday weekend. In anticipation of the closing please find the formal assignment of contract. Andy or I will be in touch tomorrow or Monday.

Erica D. Vitanza, Esq.
Goldberg Weprin Finkel Goldstein LLP
125 Park Avenue, 12th Floor | New York, New York 10017
evitanza@gwfglaw.com
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Annex 3

February 23, 2023 Email from Macklowe acknowledging that “Time Is Of the Essence”

From: Harry Macklowe <HMacklowe@mackloweproperties.com>
Date: February 23, 2023 at 5:38:48 AM EST
To: Stewart Wolf <swolf@gwfglaw.com>
Cc: Ellee Kim <EKim@mackloweproperties.com>, Teddy Braha
<TBraha@mackloweproperties.com>, "Andrew W. Albstein" <aalbstein@gwfglaw.com>,
Michael Bebon <michael.bebon@amtrustgroup.com>, James Nelson
<james.nelson@avisonyoung.com>
Subject: Re: 14 East 52nd Street

Have agreed to reduce the contract time to 45 Days toe and deposit 3 million and
increase the sales price to 22 ,500,000
Discussed with Gloria sellers representative and Eric the sales agent listing sales agent
Will wire the 3,000,000 deposit as soon as possible this morning when banks and title
company wake up
Harry Macklowe

Sent from my iPhone

Annex 4

April 5, 2023 Correspondence from the Debtor Stating the Closing Date

On Wed, Apr 5, 2023 at 10:21 AM Erica D. Vitanza <evitanza@gwfglaw.com> wrote:

John,

This matter needs to close on April 10th, which is the clear contract closing date. As discussed, the contract is very clear that “if the day for performance of any action described in this Contract shall fall on a Saturday, Sunday or a day on which the banks are closed in the State in which the Premises are located, the time for such action shall be extended to the first business day **after** such Saturday, Sunday or day on which banks are closed.” 45 days following the contract signing is Sunday, April 9th. As such, the closing date is April 10, 2023. Please confirm your client is agreeable to closing on this date.



Erica D. Vitanza, Esq.
Goldberg Weprin Finkel Goldstein LLP
125 Park Avenue, 12th Floor | New York, New York 10017
evitanza@gwfglaw.com
O: (212) 221-5700 D: (212) 301-6981

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From: John A. Goodman <jagoodmanlaw@gmail.com>
Sent: Wednesday, April 5, 2023 9:19 AM
To: Erica D. Vitanza <evitanza@gwfglaw.com>
Subject: Re: Final reading request - 14 East 52nd Street, New York, NY; Block: 1287, Lot: 61

Sorry to disturb you today. I'm reaching out to inquire as to you and your client's intention as to the closing date. As we discussed, the expectation of my client is that closing will occur on Friday April 7th. Is that your client's intention? Please advise, John

John A. Goodman, Esq.

258 Kitchawan Road

South Salem, New York 10590

914.523.2467

JAGoodmanLaw@gmail.com

On Thu, Mar 30, 2023 at 11:43 AM Erica D. Vitanza <evitanza@gwfglaw.com> wrote:

Please be advised that this firm is the attorney for the purchaser of the above-referenced premises owned by Inmoprisa USA, Inc. Please allow this email to serve as a request for a final meter reading as of today's date. The accounts associated with the premises are:

- 8000128169001

Once the bill(s) is/are issued, please have same emailed to my attention at evitanza@gwfglaw.com. Should you have any questions, please do not hesitate to contact the undersigned.



Erica D. Vitanza, Esq.
Goldberg Weprin Finkel Goldstein LLP
125 Park Avenue, 12th Floor | New York, New York 10017
evitanza@gwfglaw.com
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Annex 5

Assignment of Contract

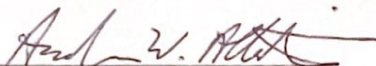
ASSIGNMENT OF CONTRACT

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Raciv Corp. ("Assignor") hereby assigns and transfers to 14 East 52nd Street Devco LLC ("Assignee") all of Assignor's right, title and interest in and to a certain Contract of Sale dated as of February 23, 2023 (as amended and assigned, the "Contract") between Inmoprisa USA, Inc., as seller and Assignor, as buyer (including but not limited to any contract deposit delivered thereunder by Assignor in accordance with the Contract), with respect to certain premises known as 14 East 52nd Street, New York, New York. Assignee agrees to perform any and all obligations of Assignor pursuant to the Contract.

IN WITNESS WHEREOF, the parties have executed this Assignment as of 8th day of April, 2023.


ASSIGNOR:

RACIV CORP.

By: 
Name: Andrew W. Albstein
Title: Authorized Signatory

ASSIGNEE:

14 EAST 52ND STREET/DEVCO LLC

By: 
Name: Tim Ziss
Title: Authorized Signatory

Annex 6

April 6-7, 2023 Correspondence Between Innoprisa and First Nationwide

From: Michael Scott <Michael.Scott@fnta.com>

Sent: Friday, April 7, 2023 12:14 PM

To: 'John A. Goodman' <jagoodmanlaw@gmail.com>; Gloria Cedeño de Hoces <gch@galmacapital.com>

Cc: Kevin Campbell <Kevin.Campbell@fnta.com>; Jocelynn Tuite <Jocelynn.Tuite@amtrustgroup.com>; Jacquelyn Behan <Jacquelyn.Behan@amtrustgroup.com>

Subject: RE: Inmoprisa to 14 East 52nd Street Devco - FN-46331-NY

John and Gloria,

Also, attached is a copy of the standalone Deed as requested.

Best regards,

Michael A. Scott
National Underwriting Counsel



220 East 42nd Street
24th Floor
New York, NY 10017
Tel: 646.386.2688
[Website](#) | [E-mail](#) | [Twitter](#) | [LinkedIn](#)

#1 Largest Private Insurance Company in America



From: Michael Scott

Sent: Friday, April 7, 2023 12:11 PM

To: 'John A. Goodman' <jagoodmanlaw@gmail.com>; Gloria Cedeño de Hoces <gch@galmacapital.com>

Cc: Kevin Campbell <Kevin.Campbell@fnta.com>; Jocelynn Tuite <Jocelynn.Tuite@amtrustgroup.com>; Jacquelyn Behan <Jacquelyn.Behan@amtrustgroup.com>

Subject: RE: Inmoprisa to 14 East 52nd Street Devco - FN-46331-NY

John and Gloria,

As requested, attached is a full scan of Seller's closing documents that we are holding in escrow.

Best regards,

Michael A. Scott
National Underwriting Counsel



220 East 42nd Street
24th Floor
New York, NY 10017
Tel: 646.386.2688
[Website](#) | [E-mail](#) | [Twitter](#) | [LinkedIn](#)

#1 Largest Private Insurance Company in America



From: Kevin Campbell <Kevin.Campbell@fnta.com>
Sent: Thursday, April 6, 2023 11:38 AM
To: 'John A. Goodman' <jagoodmanlaw@gmail.com>
Cc: Jacquelyn Behan <Jacquelyn.Behan@amtrustgroup.com>; Jocelynn Tuite <Jocelynn.Tuite@amtrustgroup.com>; Gloria Cedeño de Hoces <gch@galmacapital.com>; Michael Scott <Michael.Scott@fnta.com>
Subject: RE: [EXTERNAL] 10:00 a.m. Tomorrow's signing at your offices; Inmoprisa to 14 East 52nd Street Devco; FN-46331-NY

Good morning John.

The instruction letter looks fine but in paragraph 5 please amend so that we disburse the closing funds before recording the deed. Please confirm that we are netting from the seller's proceeds all transfer taxes and any other seller title charges. And please amend paragraph 6 to reflect the 4/10/23 closing date.

You and your client will be meeting with Michael Scott who is a lawyer in our NYC office. Michael is copied hereon.

Please confirm that your client will sign the corrected deed, title affidavit (copy attached), no consideration affidavit (copy attached) and acris documents (copy attached).

Please provide the last few water bills as NY City does not provide this information.

Thank you.

Kevin

Kevin Campbell, Esq.
Senior Underwriting Counsel



50 Charles Lindbergh Boulevard
Suite 600
Uniondale, NY 11553
212.499.0100 Main
516.686.9852 Direct

212.499.0600 Fax

www.amtrustfinancial.com



#1 Largest Private Insurance Company in America



From: John A. Goodman <jagoodmanlaw@gmail.com>

Sent: Thursday, April 6, 2023 10:50 AM

To: Kevin Campbell <Kevin.Campbell@fnta.com>; Jacquelyn Behan <Jacquelyn.Behan@amtrustgroup.com>; Jocelynn Tuite <Jocelynn.Tuite@amtrustgroup.com>; Gloria Cedeño de Hoces <gch@galmacapital.com>

Subject: [EXTERNAL] 10:00 a.m. Tomorrow's signing at your offices

**Alert: This Email is NOT from an AmTrust Employee
THINK before clicking any link or attachment**

Kevin,

For avoidance of doubt, and in accordance with the Seller Escrow Closing Instruction Letter (the "Instruction Letter") attached, our expectation is that tomorrow's signing will serve as a full seller pre-closing in which my client (and in some cases, myself) will be signing the seller documents required for closing, not just Nationwide's title clearance documents. Upon completion, Nationwide will then hold the documents in escrow pending authorization by me (or Gloria Ceden, Vice President of Seller) to release same upon confirmation of receipt of the full purchase price (less initial downpayment and subject to agreed upon adjustments) in seller's account at Santander Bank, per the wire instructions set forth in the Instruction Letter.

Regards, John

John A. Goodman, Esq.
258 Kitchawan Road
South Salem, New York 10590
914.523.2467
JAGoodmanLaw@gmail.com

WIRE FRAUD WARNING! Wire fraud and email hacking attacks are on the rise! If you receive an email containing wire transfer instructions, call us immediately to verify the information before sending funds, using previously known contact information or information found from an independent source, such as the sales contract or internet. **DO NOT RESPOND TO THE EMAIL OR CALL A NUMBER LISTED IN THE EMAIL!** We will never send amended wire instructions by email or ask you to wire funds to an international account. We are not responsible for any wires sent by you to an incorrect bank account.

Annex 7

April 9, 2023 Email from the Debtor Notifying of its Delay of Closing

On Sun, Apr 9, 2023 at 6:17 PM Andrew W. Albstein <aalbstein@gwfglaw.com> wrote:

John, Erica and Stewart.

The purchaser will not be closing tomorrow. I will be in touch in the morning to reschedule.

Sent from my iPad

Andrew W. Albstein, Esq.
Goldberg Weprin Finkel Goldstein LLP
125 Park Avenue, 12th Floor | New York, New York 10017
aalbstein@gwfglaw.com
O: (212) 221-5700 D: (212) 301-6970 M: (917) 864-4567

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On Apr 8, 2023, at 11:32 AM, Erica D. Vitanza
<evitanza@gwfglaw.com> wrote:

John,

I hope you are having a nice holiday weekend. In anticipation of the closing please find the formal assignment of contract. Andy or I will be in touch tomorrow or Monday.

Erica D. Vitanza, Esq.
Goldberg Weprin Finkel Goldstein LLP
125 Park Avenue, 12th Floor | New York, New York 10017
evitanza@gwfglaw.com
O: (212) 221-5700 D: (212) 301-6981

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Annex 8

April 11-13, 2023 Correspondence Between Innoprisa and First Nationwide

From: John A. Goodman <jagoodmanlaw@gmail.com>
Sent: Thursday, April 13, 2023 8:31 AM
To: Kevin Campbell <Kevin.Campbell@fnta.com>
Cc: Gloria Cedeño de Hoces <gch@galmacapital.com>
Subject: Re: 14 E 52nd Street

Kevin,

Per my prior instruction of April 11th, I hereby direct you to send all originals and copies of all seller closing documents to me at the address set forth below.

It was a pleasure working with you.

Kind regards, John

John A. Goodman, Esq.
258 Kitchawan Road
South Salem, New York 10590
914.523.2467
JAGoodmanLaw@gmail.com

On Tue, Apr 11, 2023 at 9:53 AM John A. Goodman <jagoodmanlaw@gmail.com> wrote:

Hi Kevin,

First, hoping your wife's surgery goes well.

This confirms our exchange in which you agree on behalf of First Nationwide to continue to hold all seller closing documents in escrow pending instruction from me to either (i) release the documents into the closing only upon full funding of the Seller's purchase price, by wire transfer into Seller's account at Santander bank pursuant to wire instructions attached below, or (ii) send all originals and copies of all seller closing documents to me at the address set forth below.

Thank you, John

John A. Goodman, Esq.
258 Kitchawan Road
South Salem, New York 10590
914.523.2467
JAGoodmanLaw@gmail.com

Annex 9

Settlement Statement



First Nationwide Title
An AmTrust Financial Company

First Nationwide Title Agency LLC

220 East 42nd Street, 24th Floor
New York, NY 10017
(212) 499-0100

File Number: **FN-46331-NY**

Sales Price: **\$22,500,000.00**

Close Date: **4/10/2023**

Disbursement Date:

Date Prepared: **4/4/2023 2:05:41 PM**

COMBINED CLOSING STATEMENT

Type: **Purchase**
Property: **14 EAST 52ND STREET
NEW YORK, NY 10022 (NEW YORK)
(1287-61)**

Buyer(s): **14 EAST 52ND STREET DEVCO LLC**

Seller(s): **INMOPRISA USA, INC.**

Description	Buyer		Seller	
	Debit	Credit	Debit	Credit
Deposits, Credits, Debits				
Contract Sales Price	\$22,500,000.00			\$22,500,000.00
Subtotal of Deposits, Credits, Debits	\$22,500,000.00			\$22,500,000.00
Prorations				
1st half 2023 RE Taxes \$213,769.78/181 days = \$1,181/day x 84 days	\$99,204.00			\$99,204.00
Deposit Pursuant to Agreement		\$3,000,000.00	\$3,000,000.00	
Subtotal of Prorations	\$99,204.00	\$3,000,000.00	\$3,000,000.00	\$99,204.00
Commissions				
\$675,000.00 to Avison Young - New York LLC				
Commission paid at Settlement			\$675,000.00	
Subtotal of Commissions			\$675,000.00	
Title Charges				
Owner's Coverage \$22,500,000.00 Premium \$67,901.00 to First Nationwide Title Agency LLC	\$67,901.00			
Standard New York OP (ALTA 07/01/12) OTP Endorsement(s)				
TIRSA Waiver of Arbitration OP (11/1/08) OTP Endorsement(s)	\$50.00			
TIRSA Access OP (10/22/99) OTP Endorsement(s)	\$50.00			
TIRSA Policy Authentication OP (6/24/16) OTP Endorsement(s)				
TIRSA Tax Parcel (single tax lot) OP (12/27/00) OTP Endorsement(s)	\$50.00			
TIRSA Land Same as Survey OP (5/1/07) OTP Endorsement(s)	\$50.00			
Agent's Portion of Total Title Insurance Premium \$54,480.80				
Underwriter's Portion of Total Title Insurance Premium to AmTrust Title Insurance Company \$6,810.10				
OTHER CHARGES AND ESCROWS				
Searches - Municipal - Commercial + to First Nationwide Title Agency LLC \$500.00	\$500.00			
Municipality Charge - Air Resources Search to First Nationwide Title Agency LLC	\$30.00			
Search - Bankruptcy (\$10.00 per name) + to First Nationwide Title Agency LLC	\$30.00			
Search - Patriot (\$10.00 per name) + to First Nationwide Title Agency LLC	\$30.00			
Service Charge - Recording to First Nationwide Title Agency LLC Recording Trust Account	\$50.00			

Service Charge - Filing to First Nationwide Title Agency LLC Recording Trust Account	\$100.00				
Sales Tax - New York City - 8.875% \$44.38	\$44.38				
Sales Tax - New York City - 8.875% \$2.66	\$2.66				
Sales Tax - New York City - 8.875% \$2.66	\$2.66				
Survey - Update Survey to NY Land Surveyor PC	\$950.00				
Disbursement/Settlement Fee to First Nationwide Title Agency LLC	\$1,500.00			\$1,500.00	
Subtotal of Title Charges	\$71,340.70			\$1,500.00	
Government Recording and Transfer Charges					
Transfer Tax - State (Commercial) \$146,250.00				\$146,250.00	
Transfer Tax - City (Commercial) \$590,625.00				\$590,625.00	
Recording Fees - Deed \$325.00	\$325.00				
Subtotal of Government Recording and Transfer Charges	\$325.00			\$736,875.00	
Additional Settlement Charges					
Borrower/Buyer Legal Fees to Goldberg Weprin & Ustin LLP \$1.00	\$1.00				
Subtotal of Additional Settlement Charges	\$1.00				
Totals	\$22,670,870.70	\$3,000,000.00		\$4,413,375.00	\$22,599,204.00

Balance Due FROM Buyer: \$19,670,870.70

Balance Due TO Seller: \$18,185,829.00

NOTICE REGARDING ANCILLARY SERVICES

Title costs for this transaction may include charges for certain ancillary services not encompassed in the title premiums approved by the Superintendent of the Department of Financial Services. Said services were requested by your lender or your attorney. The issuance of the title policy is not dependent upon the performance of such services. By signing below you are acknowledging and agreeing to pay said charges.

APPROVED AND ACCEPTED

BUYER(S)

By: _____

Name:

Title:

SELLER(S)

Inmoprisa USA, Inc., a New York corporation

By: _____

Name:

Title: